Christiansen v. *Graver Tank Works*, 223 Ill. 142, 79 N. E. 97; *Frasier* v. *Charleston & W. C. Ry. Co.*, 73 S. C. 140, 52 S. E. 964. Where the evidence of foreign law includes conflicting expert testimony, there is considerable authority that the question must be submitted to the jury. *Electric Welding Co.* v. *Prince*, 200 Mass. 386, 86 N. E. 947; *Harrison* v. *Atl. Coast Line R. Co.*, 168 N. C. 382, 84 N. E. 519. It would seem that more accurate results are to be obtained by submitting the question to the court in any event. This was the position taken in the principal case. *Cf. Ongaro* v. *Twohy*, 57 Wash. 668, 107 Pac. 834.

INFANTS — AVOIDANCE OF CONTRACT DURING MINORITY. — Workmen's Compensation Act provides all contracts of hiring, including those of minors, shall be presumed to have been made with reference to the act. (1911, N. J. PUB. LAWS, c. 95.) Plaintiff, an infant, having been injured in the course of his employment due to the negligence of his employer, seeks to disaffirm his contract and recover for negligent injury. *Held*, that he may not recover. *Young* v. *Sterling Leather Works*, 102 Atl. 395 (N. J.).

Contracts of an infant as a rule are merely voidable at his option. *Gillis* v. *Goodwin*, 180 Mass. 140, 61 N. E. 813. But a contract for necessaries is valid so far as it is executed. However, the resulting obligation seems rather of a quasi-contractual nature. See W. A. Keener, "Quasi-Contract," 7 HARV. L. REV., 57, 72–73. But see *Cooper* v. *State*, 37 Ark. 421, 425. Contracts for services have generally not been included within the category of necessaries, and accordingly some courts have refused to declare them binding. *Gaffney* v. *Hayden*, 110 Mass. 137. Since the rule allowing infants to avoid their contracts is intended to be for their benefit, other courts have held a contract cannot be avoided if upon consideration of the whole agreement it appears the infant derives a manifest advantage. *Clements* v. *London, etc. R.*, [1894] 2 Q. B. 482. This rule has sometimes been restricted to executed contracts. *Spicer* v. *Earl*, 41 Mich. 191, 1 N. W. 923. But the doctrine permitting an infant to avoid his contracts does not extend to contracts to do that which he was bound by law to perform. *Baker* v. *Lovett*, 6 Mass. 78. See CO. LITT. 172 *a*. Nor does it apply to contracts entered into under statutory authority or direction. *People* v. *Mullin*, 25 Wend. (N. Y.) 697; *United States* v. *Bainbridge*, 1 Mason (U. S.), 71.

INSURANCE — INSURANCE AGENTS — WAIVER OF CONDITION BY BROKER ACTING FOR INSURED. — The insured had a Florida broker to take care of all its insurance. This broker applied for a policy to the defendant, a Pennsylvania insurance company not doing business in Florida. The defendant made inquiries of the broker as to the condition of the property, mailed the policy to the broker, and paid the broker a commission out of the premium. A condition of the policy was broken by the insured with the assent of the broker. A Florida statute provided that any person in Florida, who received money on account of any contract of insurance, or who in any wise made any contract of insurance for an insurance company, was to be deemed an agent of such insurance company to all intents and purposes. (1914, FLA. COMP. LAWS, § 2765.) *Held*, that the defendant was chargeable with the broker's assent. *American Fire Ins. Co.* v. *King Lumber Co.*, 77 So. 168 (Fla.).

The case must turn upon the relation between the broker and the defendant. A broker, employed to procure insurance, should ordinarily be regarded as the agent of the person who employed him. *Allen* v. *German American Ins. Co.*, 123 N. Y. 625, 25 N. E. 309; *Parrish* v. *Rosebud Mining Co.*, 140 Cal. 635, 74 Pac. 312; *Ben Franklin Ins. Co.* v. *Weary*, 4 Brad. (Ill.) 74; *United Firemen's Ins. Co.* v. *Thomas*, 92 Fed. 127. See 2 BIDDLE, INSURANCE, § 1077. The fact that he receives a commission out of the premium is not enough to make him an agent of the insurer. *McGraw Co.* v. *German Fire Ins. Co.*, 126 La. 32, 52 So. 183.

The contract was therefore a Pennsylvania contract, and the law of Florida would have no effect. *Northampton, etc. Ins. Co.* v. *Tuttle*, 40 N. J. L. 476; *Commonwealth, etc. Ins. Co.* v. *Knabe Co.*, 171 Mass. 265, 50 N. E. 516; *Seamans* v. *Knapp-Stout & Co.*, 89 Wis. 171, 61 N. W. 757. *Cf. Equitable Life Assurance Society* v. *Clements*, 140 U. S. 226; *Hooper* v. *California*, 155 U. S. 648. Furthermore, the United States Supreme Court has construed section 2765 of the Florida statutes as not raising special agents with limited authority into general agents. *Mutual Life Insurance Co.* v. *Hilton-Green*, 241 U. S. 613. It would seem, therefore, that the insurer should not have been charged with the broker's knowledge and assent in this case.

MINES AND MINERALS — OIL LEASE — EFFECT OF PARTITION OF OIL LAND ON THE RIGHT TO RECEIVE ROYALTIES. — The owner of land gave an "oil lease" to another, granting him the exclusive right to explore for oil on the land, and if the same be found, to remove it, in consideration of the payment of a royalty of one-eighth of the oil produced. The landowner died, and, before the lessee drilled for oil the heirs brought a bill for the partition of the land, and the land was accordingly partitioned among them. Nothing was said in the bill or in the decree about the oil lease. The lessee then drilled for and produced oil on the land of some, but not all, of the heirs, and those heirs on whose land no oil was produced brought a bill to have the royalties divided among all the heirs. *Held*, that the royalties should be so divided. *Campbell* v. *Lynch*, 94 S. E. 739 (W. Va.).

For a discussion of this case, see Notes, pages 884–85.

QUASI-CONTRACTS — TAXATION — MONEY PAID UNDER DURESS OR COMPULSION OF LAW. — A statute imposing an annual tax upon each company doing business in the state provided that if not paid when due five per cent should be added to the amount of the tax, together with interest to constitute a lien on the company's realty with the state. Plaintiff paid the tax under protest to prevent imposition of the penalty, and without waiving the right to claim no such tax was due. *Held*, that payment was made under duress and could be recovered. *Underwood Typewriter Co.* v. *Chamberlain*, 102 Atl. 600 (Conn.).

The rule is well settled that taxes voluntarily paid, even though the payment was made under protest, cannot be recovered. *Bank of Kentucky* v. *Stone*, 88 Fed. 383, affd. 174 U. S. 799; *Railroad Company* v. *Commissioners*, 98 U. S. 541. Under what circumstances the payment will be regarded as involuntary the courts are not agreed upon. Generally they have held that it must appear that the payment was made to release the person or property from detention, or in consequence of a threat of immediate arrest or seizure of goods. *Preston* v. *Boston*, 12 Pick. (Mass.) 7; *Lange* v. *Soffell*, 33 Ill. App. 624; *Detroit* v. *Martin*, 34 Mich. 170. It is but a proper qualification of this doctrine to regard as involuntary a payment made to avoid the onerous penalties bound to attach if the tax is not paid, and to prevent a costly interference in the business. Authority supports this view. *Ratterman* v. *Express Co.*, 49 Ohio St. 608, 32 N. E. 754; *Atchison, etc. Ry. Co.* v. *O'Connor*, 223 U. S. 280; *Strange Co.* v. *City of Merrill*, 134 Wis. 514, 115 N. W. 115.

SURETYSHIP — SURETY'S DEFENSES: ABSENCE, EXTINCTION, OR SUSPENSION OF THE PRINCIPAL'S OBLIGATION — FRAUD ON PRINCIPAL NO DEFENSE TO SURETY. — A creditor, by fraud, induced the debtor to give him a certain bond. The surety on the bond was ignorant of the fraud. *Held*, that the fraud on the principal was no defense to the surety. *Ettlinger* v. *National Surety Co.*, 58 N. Y. L. J. 751.

Ordinarily a defense to the principal is a defense to the surety. *Griffith* v.